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7 Attorneys for Defendants
AMERICA'S SERVICING COMPANY
8 and U.S. BANK, N.A. as trustee for CREDIT
SUISSE FIRST BOSTON HEAT-2005-2
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10
11 UNITED STATES DISTRICT COURT
12 SOUTHERN DISTRICT OF CALIFORNIA
13

14 RICHARD A. CONNORS, an individual,

15 Plaintiff,

16 v.

17 HOME LOAN CORP. dba EXPANDED
MORTGAGE CREDIT, a Texas Corp.,
18 MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS (MERS) a
19 Delaware Corp., U.S. BANK NATIONAL
ASSOCIATION, as trustee for CREDIT
20 SUISSE FIRST BOSTON HEAT-2005-2,
AMERICA'S SERVICING COMPANY, CAL
21 WESTERN RECONVEYANCE CORP., a
California Corporation.,
22

23 Defendants.
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Case No. 08 CV 1134 L LSP

**JOINT MOTION OF AMERICA'S
SERVICING COMPANY, U.S. BANK,
N.A., AND RICHARD A. CONNORS RE
FORECLOSURE SALE AND
PLAINTIFF'S MOTION FOR A
PRELIMINARY INJUNCTION**

The Hon. M. James Lorenz

Date:
Time: 9:30 a.m.
Crtrm.: 14

1 TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

2 Plaintiff Richard A. Connors ("Connors") and Defendants America's Servicing
3 Company ("ASC") and U.S. Bank, N.A. as trustee for Credit Suisse First Boston Heat-2005-2
4 ("U.S. Bank") hereby file this Joint Motion regarding the foreclosure sale on the real property
5 located at 402 Paseo del Norte, Escondido, California (the "Property") and Connors' motion for a
6 preliminary injunction to bar that foreclosure sale. The parties respectfully request that the Court
7 approve their Joint Motion and enter an order on the following terms:

8 1. Based on the parties' agreement as set forth in this Joint Motion, Plaintiff's
9 motion for a preliminary injunction (Doc. No. 9) is **DENIED AS MOOT**.

10 2. Connors shall make a good faith payment to ASC in the amount of \$10,000
11 by no later than **August 27, 2008 at 9:00 a.m.**, such payment to be applied to reduce the balance
12 of Connors' past-due obligations (which ASC's counsel has estimated to be approximately
13 \$40,000). Payment shall be made by cashier's check made out to ASC and delivered to ASC's
14 counsel. Acceptance of this partial payment by ASC does not constitute reinstatement of the loan,
15 does not waive Connors default and shall not preclude ASC from proceeding with the scheduled
16 foreclosure sale on or after September 16, 2008 as set forth in paragraph 5.

17 3. Provided that Connors makes the good faith payment set forth in paragraph
18 2, then the parties shall appear on **August 27, 2008 at 9:00 a.m.** before the Honorable Leo S.
19 Papas, United States Magistrate Judge, for a settlement conference.

20 4. Plaintiff shall resume making monthly mortgage payments to ASC on
21 September 1, 2008 in the amount of his monthly payments as of December 1, 2007.

22 5. ASC and U.S. Bank will voluntarily continue the foreclosure sale of the
23 Property, which is presently scheduled for August 26, 2008, to a date in September which is on or
24 after September 16, 2008.

1 Dated: August 25, 2008

2 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

3
4 By /s/ J. Barrett Marum

5 Edward D. Vogel
6 J. Barrett Marum
7 Attorneys for America's Servicing Company and U.S.
8 Bank, N.A.

9 Dated: August 25, 2008

10 JANIS L. TURNER ALC

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12 By /s/ Janis L. Turner

13 Janis L. Turner
14 Attorney for Richard A. Connors
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